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January 13, 2010

REQUEST FOR PROPOSALS (RFP)

Regional Transit Capital Inventory Project - Phase 2

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to provide technical consulting services to support Phase 2 of the development of an improved transit capital inventory for transit properties in the San Francisco Bay Area region. The transit capital inventory project is building a database that provides consistent project information based on comparable definitions of the region's transit assets for use in forecasting transit capital rehabilitation and replacement funding needs in the region.

This letter, together with its enclosures, comprise the Request for Proposal (RFP) for Phase 2 of the Regional Transit Capital Inventory (RTCI) project. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit one (1) original and six (6) copies, as well as one electronic PDF and Word/Excel versions, of their proposal by 4:00 pm, Wednesday, February 10, 2010. ***Proposals received after that date and time will not be considered.*** Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

MTC Point of Contact

Glen Tepke will be MTC's Project Manager and point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Glen Tepke, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5781. E-mail inquiries may be directed to gtepke@mtc.ca.gov.

Glen Tepke, Transit Capital Priorities Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Consultant Qualifications

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project.

- Project manager has a minimum of five (5) years experience within the last ten years managing similar projects; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience in transit operations or capital needs assessments, cost estimating, database work relevant to this scope, or FTA asset management initiatives.

In addition, team and individual expertise and experience providing relevant technical consulting services is the most important element of proposal evaluations (see *Section V.C, Evaluation Criteria*). *Section II, Proposer Minimum Qualifications and Requirements*, details the experience and expertise MTC will be evaluating.

Disadvantaged Business Enterprise Participation

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 12% for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subconsultants on Appendices E-3, E-4, and E-5, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see Section VI.H of the RFP and Appendix E.

Scope of Work, Budget and Schedule

The RTCI project is divided into three (3) phases. Phase 1, summarized in *Section I.A* of the RFP, was completed in 2008. This RFP is for Phase 2 of the RTCI project. The scope of work is set out in *Appendix A - Scope of Work*.

The major elements of Phase 2 of the RTCI, as further detailed in *Appendix A - Scope of Work*, are:

1. Refine inventory and cost data for transit operators in the MTC region;

2. Develop process for updating inventory;
3. Develop improved measures and modeling of State of Good Repair; and
4. Make the RTCI more accessible and useful to local transit operators in their individual asset management programs.

Appendix A - Scope of Work specifies that the Consultant will perform the tasks related to the first two elements, and make recommendations regarding the best approaches to the third and fourth elements. MTC and its transit operator partners will evaluate the recommendations regarding the third and fourth elements before proceeding with any additional work.

MTC has budgeted approximately \$250,000 for work on Tasks 1 through 4 as detailed in *Appendix A - Scope of Work*. MTC has not yet established a budget for potential Task Order work assigned under Task 5.

All work resulting from this RFP must be completed by December 31, 2010.

Implementation of the recommendations made under the third and fourth elements constitutes a potential Phase 3 of the project. Phase 3 is not part of the scope of work for this RFP. MTC reserves the right, at its sole discretion, to negotiate amendments to the RTCI Phase 2 contract to include Phase 3 work, or to issue a separate RFP for Phase 3. MTC has not established a budget for work contemplated under Phase 3. Additional resources may be added to the resulting contract through a contract amendment to cover Phase 3 work contingent on approval from MTC and subject to approval of future MTC budgets.

Proposers' Conference and Requests for Clarification or Exceptions

A proposers' conference will be held on January 19, 2009, at 3:00 p.m. at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the MTC Claremont conference room.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents. MTC will provide electronic copies of a sample of the current RTCI data to potential proposers at the proposer's conference or upon request.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m. on January 21, 2010, to guarantee response or consideration.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in *Section V* of this RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm that presents the proposal that,

in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria in *Section V*.

Consultant Selection Timetable

3:00 p.m., January 19, 2010	Proposers' Conference at 101 Eighth Street, Oakland, CA 94607, MTC Claremont conference room
4:00 p.m., January 21, 2010	Closing date/time for receipt of requests for clarification/exceptions
4:00 p.m., February 5, 2010	Deadline for protesting RFP provisions
4:00 pm, February 10, 2010	Closing date/time for receipt of proposals
Week of February 22, 2010	Interviews/Discussions (if held)
March 5, 2010	Date for receipt of Best and Final Offers (if required)
March 10 or April 14, 2010	MTC Administration Committee Approval

General Conditions

MTC will not reimburse any Consultant for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. (See *Section VI.G* of RFP).

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in *Section VI.F* of the RFP.

The selected consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix D-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions above. If such objections are not brought to MTC's attention consistent with the

provisions above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

As this project is funded, in part, with FTA funds, the resulting contract will be subject to the federally required provisions included in *Appendix E - Department of Transportation Requirements*.

Authority to Commit MTC

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Transit Capital Inventory Phase 2 Technical Consultant to the MTC Administration Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann Flemer".

Ann Flemer

Deputy Executive Director, Policy

SH:GT

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REQUEST FOR PROPOSALS

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

REGIONAL TRANSIT CAPITAL INVENTORY - PHASE 2

January 13, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

The Metropolitan Transportation Commission (MTC) is the transportation planning and funding agency for the nine-county San Francisco Bay Area. The region is served by 22 transit operators that are eligible to receive Federal Transit Administration (FTA) funds. MTC is the designated recipient and programs approximately \$400 million per year in FTA Section 5307 Urbanized Area and Section 5309 Fixed Guideway, federal Surface Transportation Program, and local bridge toll funds to projects sponsored by the transit operators. These funds are used primarily for rehabilitation and replacement of operators' capital assets, which include buses, rail cars, ferry vessels and other vehicles; stations, tracks, bridges, tunnels, maintenance facilities and equipment. Each of the transit operators identify their funding needs via capital inventory submittals to MTC when regional planning and programming exercises are underway.

In order to improve MTC's ability to forecast the need for transit capital rehabilitation and replacement funding in the region, and to program available funding to meet the highest priority needs, MTC staff has initiated the development of an improved RTCI. The objectives of the RTCI project are to collect consistent and comparable data on the region's transit capital assets and associated replacement and rehabilitation costs from each operator. Phase 1 of the RTCI project:

- Assessed asset data currently held by operators, determined the best data sources for the RTCI, and determined actions needed for each operator to be able to provide data that meets the regional standard;
- Developed a standard asset classification system and definitions, and replacement and rehabilitation lifecycles and costs for each asset type;
- Worked with individual operators to provide data that meets the regional standard;
- Collected the data and developed the RTCI.

The asset data collected so far in the RTCI has been used to:

- Develop more accurate, comparable and consistent projections of transit capital replacement and rehabilitation needs for Transportation 2035, the region's long-range transportation plan; and
- Develop refined 10-year Regional Capital Improvement Program projections to inform the process for programming Federal Transit Administration (FTA) formula funds and other transit capital funds, and to evaluate the fiscal impact of proposed programming policies.

The inventory is also intended to help operators manage their capital assets. A major portion of the project work to date involved working with operators to identify sources of capital inventory data so that each operator could readily provide data for the regional inventory, as well as their own asset management needs.

B. Project Description and Objectives

MTC staff has elected to divide the RTCI project into three (3) phases. Phase 1, summarized above, was completed in 2008. This RFP is for Phase 2 of the RTCI project. The scope of work for Phase 2 of the RTCI project is set out in *Appendix A - Scope of Work*, which describes the services required under this RFP.

The major elements of Phase 2 of the RTCI, as further detailed in *Appendix A - Scope of Work*, are to:

1. Refine inventory and cost data;
2. Develop process for updating inventory;
3. Develop improved measures and modeling of State of Good Repair; and
4. Make the RTCI more accessible and useful to transit operators in their individual asset management programs.

Appendix A - Scope of Work specifies that the consultant will perform the tasks related to the first two elements, and make recommendations regarding the best approaches to the third and fourth elements. MTC and its transit operator partners would evaluate the recommendations regarding the third and fourth elements before proceeding with any additional work.

Implementation of the recommendations made under the third and fourth elements constitutes a potential Phase 3 of the project, and is not part of the scope of work for this RFP. MTC reserves the right, at its sole discretion, to negotiate amendments to the RTCI Phase 2 contract to include Phase 3 work, or to issue a separate RFP for Phase 3. MTC has not established a budget for work contemplated under Phase 3. Additional resources may be added to the Contract through a Contract amendment to cover Phase 3 work contingent on approval from MTC and subject to future MTC budgets.

MTC has budgeted approximately \$250,000 to pay for work on Tasks 1 through 4 as detailed under *Appendix A - Scope of Work*. MTC has not yet established a budget for potential Task Order work assigned under Task 5 as detailed under *Appendix A - Scope of Work*.

II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS

Proposals must demonstrate that the Consultant meets the following minimum qualifications to be eligible for consideration for this project.

- Project manager has a minimum of five (5) years experience within the last ten years managing similar projects; and
- Each project team member other than support staff has a minimum of two (2) years experience working on similar projects, with specific experience in transit operations or capital needs assessments, cost estimating, database work relevant to this scope, or FTA asset management initiatives.

In addition, team and individual expertise and experience providing relevant technical consulting services is the most important element of proposal evaluations (see *Section V.C, Evaluation Criteria*). In addition to the minimum qualifications listed above, proposers will also be expected to demonstrate the following experience and expertise:

- Familiarity with public transit institutional structures and operations;
- Familiarity with the types of capital assets used by public transit operators, including the life cycles, and maintenance, rehabilitation and replacement requirements and costs of such assets;
- Familiarity with processes, methodologies and best practices for assessing transit capital asset maintenance, rehabilitation and replacement requirements and costs;
- Familiarity with asset management systems, maintenance management systems and other systems used by transit operators to track capital assets and capital maintenance, rehabilitation and replacement needs, with the types and nature of data used in such systems, and with best practices in using such systems;
- Familiarity with planning and programming software and other analytical tools used to project capital needs and strategically apply funding, and with the types and nature of data used in such systems;
- Familiarity with the requirements and best practices for integrating data from disparate systems and sources into a centralized database;
- Familiarity with the Federal Transit Administration's State of Good Repair initiative, including potential standards or guidance regarding measuring and reporting State of Good Repair; and
- Superior oral and written communications skills.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The preliminary scope of work for the project is provided in *Appendix A - Scope of Work*. The selected Consultant will be expected to perform all work and analysis necessary to complete the scope of work.

B. Period of Performance

All work resulting from this RFP must be completed by December 31, 2010. At MTC's sole option, MTC may amend the contract to obtain additional consulting services for Phase 3 of the project.

C. Budget

MTC has budgeted approximately \$250,000 to pay for work on Tasks 1 through 4 as detailed under *Appendix A - Scope of Work*. MTC has not yet established a budget for potential Task Orders under Task 5 as detailed in *Appendix A - Scope of Work*.

D. Personnel

Any change in key staff persons identified in the contract is subject to the approval of MTC. Removal by the consultant of any key staff persons identified in the contract without written consent of the MTC Project Manager may be considered a material breach of contract.

IV. PROPOSAL FORM

Proposers must submit one (1) original and six (6) hard copies and one electronic copy in pdf format of their proposal to MTC, at the address listed on page 2 of the letter of invitation, by 4:00 pm, Wednesday, February 10, 2010, to be considered. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Each proposal should include:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signator.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken, and identify specific considerations for the transit capital inventory project. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach; and
3. The assumptions made in selecting the approach.

E. Detailed Work Plan

1. Discuss how the Consultant will conduct each task of the project, identify deliverables, and propose a preliminary schedule. The discussion shall be in sufficient detail to demonstrate a clear understanding of the project. For each task, proposers should expand on MTC's task description to provide more detail on how work will actually be performed and identify any important considerations not addressed. The schedule should show the expected sequence of tasks, subtasks, and important milestones. The selected Consultant, in consultation with MTC staff, will develop a final work plan and schedule.
2. Provide a detailed staffing plan for each task and subtask of the work. Identify all staff by name and the specific tasks for which each individual will be responsible. Provide an organizational chart that shows roles and responsibilities of key personnel and reporting structure, including reporting and communication relationships between MTC, consultant staff, and subcontractors, if any.
3. Describe approach to managing resources and maintaining quality results. Include a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as schedule creep, budget overruns, personnel management, feasibility, etc.) to successful completion of the *Scope of Work*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in *Section II, Proposer Minimum Qualifications and Requirements*. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the *Scope of Work* attached as *Appendix A*.
2. Identify key personnel (including subcontractor personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a succinct description (one page maximum) of any previous projects similar to the services requested, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide at least one sample of a written technical report or memo prepared by key members of the consultant team, identifying the authors. Only one copy is required, and the sample will be returned after proposal evaluation, upon request.

5. Provide a list of references (including references for subcontractors) and their contact information.
6. Provide a summary of all contracts your firm (including subcontractors) has held with MTC in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Cost Proposal

Provide a full description and breakdown of the expected expenditures of funds for each task contained in *Appendix A - Scope of Work*. The budget should include, but is not limited to, a task budget and a line item budget with billing rates.

1. The task budget should present a breakdown of hours and expenses by task and deliverable for the project. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project.
2. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the *Cost and Price Analysis Form* attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. *Appendix B* is available in electronic spreadsheet format upon request.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

I. Insurance Provisions Document

Submit a signed Insurance Provisions Document (*Appendix D-1*).

J. Federal Requirements

As this project is funded, in part, with FTA funds, the resulting contract will be subject to the federally required provisions included in *Appendix E - Department of Transportation Requirements*, submit completed federal-required certifications related to lobbying, debarment, and subcontractor information (*Appendices E-1, E-2, E-3, E4, and E-5*).

K. Conflict of Interest

Provide a description of any related or similar work the proposer has performed or is performing for transit operators or other agencies involved in public transportation, including but not limited to recommending, specifying, developing or implementing asset inventories, asset management systems or maintenance management systems.

V. PROPOSAL EVALUATION

A. *Verification of Minimum Qualifications*

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II, Proposer Minimum Qualifications and Requirements* of this RFP. Proposers failing to meet the minimum qualifications **or to satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP** will not be considered.

B. *Review for General Responsiveness*

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in *Section IV, Form of Proposal*, may be considered complete and generally responsive, if evaluation in every criterion is possible.

C. *Evaluation Criteria*

Responsive proposals will then be evaluated by a panel of MTC and transit operator staff on the basis of the following evaluation factors, in order of relative importance:

1. Individual and team expertise and experience providing technical consulting services that demonstrates the proposers possess the qualifications needed to successfully carry out the project, as described in *Section II, Proposer Minimum Qualifications and Requirements*.
2. Approach to completing the project, including but not limited to: understanding of the need and requirements for a regional transit capital inventory and MTC's technical consultant needs; proposed approach to project tasks; project management plan (including resource allocation by task and the number of transit operators assessed); cost control ideas; insight on potential obstacles to Scope of Work completion; and approach to issue resolution.
3. Cost effectiveness, including hours and appropriateness of personnel assigned to each task; extent and sufficiency of commitment of key personnel; approach to and cost efficiency of required travel for non-local personnel; hourly rates; reasonableness of task budget.
4. Communication skills (as described in *Section II, Proposer Minimum Qualifications and Requirements*), based on proposal and interview, if held.

D. *Proposer Discussions*

Following the initial evaluation, the panel may elect to recommend award to a particular proposer (with or without interviews), or to enter into discussions with a "short list" of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a proposer on the “short list” will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The proposer’s Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

MTC reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process.

The panel will recommend a Consultant to the MTC Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Administration Committee for approval.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

VI. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. MTC also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section VI.F below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within five (5) days of MTC's notice that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix E*.

All work will be assigned pursuant to MTC initiated task orders. The task orders resulting from this RFP will be compensated on a time and materials basis. A sample task order form is attached hereto as part of *Appendix F, Task Order Process*.

E. Contractor Payment Provisions

The contract payment terms will be a firm fixed price for completion of Tasks 1 through 4 and deliverables, and time and materials for Task 5, as described in Appendix A - Scope of Work.

F. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, did not satisfy DBE requirements, or was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which contract award is authorized by the Administration Committee or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor by MTC's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

G. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Administration Committee has authorized award.

H. Disadvantaged Business Enterprise (DBE) Requirement

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 12% for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices E-3, E-4, and E-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE

Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix E*.

Appendices E-1, E-2, E-3, E-4, and E-5 are Caltrans-required forms. Proposers ***must*** complete Appendices E-1, E-2, E-3, E-4 and E-5 according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. TERMS AS USED IN THIS DOCUMENT:

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “proposer” refers to firms submitting SOQs in response to this RFQ; the term “proposal” means the SOQ.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION – GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in

the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.H.

I. Confidentiality

MTC and its partner agencies may receive from its RTCI project contractors information and data regarded as proprietary and confidential. The selected Consultant and subconsultants (as appropriate) will be expected to sign a nondisclosure agreement protecting such confidential information and agreeing to not disclose it to third-parties who have not also signed nondisclosure agreements.

APPENDIX A - SCOPE OF WORK

REGIONAL TRANSIT CAPITAL INVENTORY PHASE 2

The goals of Phase 2 of the Regional Transit Capital Inventory (RTCI), and the services and recommendations to be provided by the Consultant include, but are not limited to, the following:

- Refine the asset inventory and cost data currently included in the RTCI for the San Francisco Bay Area region's transit operators in order to make projections of the region's transit capital replacement and rehabilitation needs more accurate and more comparable across transit operators;
- Develop a process for efficiently updating the data in the RTCI on a recurring basis;
- Develop improved measures of the State of Good Repair of the region's transit capital assets, and improve the region's ability to assess the impact of investments in transit capital replacement and rehabilitation on the State of Good Repair; and
- Make the RTCI more accessible and useful to the region's transit operators in their individual asset management programs.

MTC will provide an electronic copy of the current RTCI to the Consultant, and will provide electronic copies of a sample of the current RTCI data to potential proposers at the Proposer's conference or upon request. In general, work performed using the RTCI data files will be conducted at the Consultant's workplace, with copies of the data files provided by MTC.

Task 1. Refinement of Current Inventory and Cost Data

- 1.1 Consultant will recommend revisions to the asset classification system currently used in the RTCI to make the data more accurate and comparable across operators, and, upon approval by MTC, will make such revisions to the asset classification system and associated asset data.
- 1.2 Consultant will recommend any revisions to the asset classification system currently used in the RTCI that are needed to ensure it is compatible with forthcoming National Transit Database capital asset reporting requirements, and, upon approval by MTC, will make the recommended revisions to the asset classification system and associated asset data in the RTCI. Consultant should give special consideration to compatibility with FTA's Transit Economic Requirements Model (TERM).
- 1.3 Consultant will make recommendations to refine the replacement and rehabilitation costs and lifecycles currently used in the RTCI in order to make capital need projections based on RTCI data more accurate and comparable across operators, and, upon approval by MTC, Consultant will implement the recommendations by revising cost and lifecycle values in the RTCI. Consultant will note where this information is consistent with costs and lifecycles used by or under consideration for use by FTA in TERM.
- 1.4 Consultant will use statistical analysis, review of Short-Range Transit Plans, or other methods proposed by Consultant to check current RTCI asset data quality to determine if the

type and quantity of assets reported for each operator listed in Table 2 are in line with industry norms, taking into account the size and modes of each operator.

- 1.5 Consultant will consider the results of task 1.4 and, in cooperation with the transit operators, will recommend revisions and corrections to the current RTCI data to make the data more complete, accurate and comparable across operators, and, upon approval by MTC, will make such revisions and corrections in the RTCI.
- 1.6 Consultant will review the RTCI asset and cost data for the region's ferry operators to ensure their assets and capital needs are accurately represented in the RTCI, make recommendations regarding any needed revisions, and, upon approval by MTC, Consultant will implement the recommendations by revising ferry operator asset data in the RTCI. Consultant will be expected to perform on-site work with the ferry operators to complete this task.
- 1.7 Consultant will review the plans and any preliminary results for SFMTA's capital inventory and condition assessment project, and make recommendations to MTC and SFMTA regarding the compatibility of SFMTA's asset classification system and inventory data with the RTCI, and the most cost-effective means of integrating SFMTA capital inventory data into the RTCI. Consultant will be expected to perform on-site work with the SFMTA to complete this task.

- Deliverables:
- 1a *Interim Task 1 & 2 Report* with recommendations outlined under Section 1.1 through Section 1.5 is required by May 24, 2010.
 - 1b *Draft Final Task 1 & 2 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Interim Task 1 & 2 Report*, and that includes recommendations outlined under Section 1.6 and Section 1.7, is required by June 28, 2010.
 - 1c *Final Task 1 & 2 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Draft Final Task 1 & 2 Report* is required by August 31, 2010.
 - 1d Completed revisions to the asset classification system, cost and lifecycle values, and/or asset data in the RTCI, as recommended in response to Section 1.1 through Section 1.7 within one month of approval of the recommendations by MTC.

Task 2. Process for Updating Regional Transit Capital Inventory

- 2.1 Consultant will make specific recommendations regarding the most cost-effective approach to periodically integrating new data into the RTCI, so that MTC and the transit operators can perform recurring updates with minimal time and effort, while maintaining or improving data quality.
- 2.2 Consultant will review the data sources and processes used by each of the transit operators listed in Tier 1 of Table 2 to provide asset data for the initial RTCI development, and recommend asset data sources and processes for each transit operator that will enable the

operators to update data in the RTCI with minimal time and effort, while maintaining or improving data quality. Consultant will incorporate the results of Phase 1 so as not to duplicate Phase 1 work in reviewing asset data sources. Consultant will be expected to perform on-site work with the transit operators listed in Tier 1 of Table 2 to complete this task.

- Deliverables:
- 2a *Interim Task 1 & 2 Report* with recommendations outlined under Section 2.1 is required by May 24, 2010.
 - 2b *Draft Final Task 1 & 2 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Interim Task 1 & 2 Report*, and that includes recommendations outlined under Section 2.2 is required by June 28, 2010.
 - 2c *Final Task 1 & 2 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Draft Final Task 1 & 2 Report* is required by August 31, 2010.

Task 3. Measures and Modeling of State of Good Repair

For the purposes of this contract, MTC defines State of Good Repair as a condition in which all assets perform their assigned functions without limitation, throughout their useful life.

3.1 Consultant will recommend an approach or approaches to measuring or estimating the State of Good Repair (SGR) of the region's transit capital assets so that SGR can be compared across operators and asset types in a cost-effective way, and SGR can be tracked and updated over the long term. Consultant's recommendations are to be aligned with any information on potential standards or guidance on measuring or reporting SGR from the FTA. Consultant's recommendations will include an assessment of the desirability and feasibility of adopting the measure of SGR proposed by FTA's SGR Working Group. Other factors, such as the maintenance that has been performed on assets, should be considered in developing recommendations.

3.2 Consultant will recommend a cost-effective approach to estimating or modeling the cost of investments in transit capital replacement and rehabilitation that would be required to bring the region's transit capital assets into SGR under the Consultant's recommended measure of SGR.

3.3 Keeping in mind the information that has been collected for the RTCI including the results of Tasks 1 and 2, Consultant will recommend a cost-effective approach to developing a decision-support tool that models the impact of various transit capital investment levels on SGR, and on transit operating costs. The Consultant's recommendations will include an assessment of whether TERM could be adapted for this purpose. MTC is generally not interested in research and development of a new system, but instead wants to build on existing available solutions.

3.4 Upon approval of the recommended measures of SGR by MTC, Consultant will develop an action plan that spells out the specific steps, including data collection and analysis, MTC and the region's transit operators would need to take to implement the approach or approaches to measuring or estimating the State of Good Repair (SGR) of the region's transit capital assets

recommended under Task 3.1, and the approach to estimating or modeling the cost of investments in transit capital replacement and rehabilitation that would be required to bring the region's transit capital assets into SGR recommended under Task 3.2, in the most cost-effective way possible. If the recommended SGR measure requires asset condition assessments that are not currently available, Consultant will recommend the most cost-effective way to conduct such assessments for the region's transit operators.

- Deliverables:
- 3a *Interim Task 3 & 4 Report* with recommendations outlined under Section 3.1 through 3.3 is required by July 26, 2010.
 - 3b *Draft Final Task 3 & 4 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Interim Task 3 & 4 Report*, and which includes the plan outlined under Section 3.4, is required by September 27, 2010.
 - 3c *Final Task 3 & 4 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Draft Final Task 3 Report* is required by December 6, 2010.

Task 4. Use of RTCI by Transit Operators for Asset Management

4.1 Consultant will make recommendations regarding how the RTCI be made more accessible and useful to transit operators in their individual asset management programs.

4.2 Consultant will make general recommendations regarding how each transit operator listed in Tier 1 of Table 2 can improve its use of capital asset data to manage rehabilitation and replacement work, to estimate costs for such projects, and to meet FTA and MTC reporting requirements. The Consultant's recommendations will include an assessment of whether TERM could be adapted for these purposes. Consultant will be expected to perform on-site work with the transit operators listed in Tier 1 of Table 2 to complete this task.

4.3 Consultant will make any other recommendations regarding transit operators' transit capital data and data management systems that are relevant to the RTCI project as identified by the Consultant.

- Deliverables:
- 4a *Interim Task 3 & 4 Report* with recommendations outlined under Section 4.1 is required by June 28, 2010.
 - 4b *Draft Final Task 3 & 4 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Interim Task 3 & 4 Report* and which includes recommendations outlined under Section 4.2 through 4.3 is required by August 31, 2010.
 - 4c *Final Task 3 & 4 Report* which addresses any comments made by MTC staff or the RTCI Working Group on the *Draft Final Task 3 & 4 Report* is required by September 27, 2010.

Task 5. Additional Support for SFMTA Capital Inventory Project

5.1 Consultant will provide additional support for the SFMTA Capital Inventory Project as requested in Task Orders issued by MTC's Project Manager, which potentially could include providing advice on or actual performance of tasks such as assigning SFMTA assets to the categories used in the RTCI, determining replacement and rehabilitation costs and lifecycles for SFMTA assets, and integrating SFMTA asset data into the RTCI. All work related to Task 5 will be assigned pursuant to signed task orders. The task orders resulting from this RFP will be compensated on a time and materials basis. A sample task order form is attached hereto as part of *Appendix F, Task Order Process*.

Deliverables: 5a *Task Order Progress Reports* on any Task Orders are required biweekly after issuance of the Task Order until the Task Order is completed.

Table 1 summarizes the reports required by the Scope of Work.

Table 1. Deliverables Summary

Deliverable #/Report	Tasks Covered	Due Date
<i>1a & 2a Interim Task 1 & 2 Report</i>	Section 1.1 through 1.5, and 2.1	May 24, 2010
<i>1b & 2b Draft Final Task 1 & 2 Report</i>	Section 1.6 and 1.7, and 2.2	June 28, 2010
<i>3a & 4a Interim Task 3 & 4 Report</i>	Section 3.1 through 3.3, and 4.1	July 26, 2010
<i>1c & 2c Final Task 1 & 2 Report</i>	Section 1.1 through 1.7, 2.1 and 2.2	August 31, 2010
<i>3b & 4b Draft Final Task 3 & 4 Report</i>	Section 3.4, 4.2 and 4.3	September 27, 2010
<i>3c & 4c Final Task 3 & 4 Report</i>	Section 3.1 through 3.4, and 4.1 through 4.3	December 6, 2010
<i>5a Task Order Progress Reports</i>	Section 5.1	Biweekly after issuance of the Task Order until the Task Order is completed

Meeting Requirements

Consultant will be expected to participate in the following meetings as part of completing the Scope of Work:

One meeting with MTC staff and RTCI Working Group at the outset of the project to review the consultant's approach to the project.

One meeting with SFMTA and MTC staff to review recommendations regarding SFMTA's capital inventory and condition assessment project.

One meeting with MTC and ferry operator staff to review recommendations regarding ferry operator asset data in the RTCI.

One meeting with MTC staff and RTCI Working Group to review deliverables *1a* and *2a* *Interim Task 1 & 2 Report*.

One meeting with MTC staff and RTCI Working Group to review deliverables *1b* and *2b* *Draft Final Task 1 & 2 Report*.

One meeting with MTC staff and RTCI Working Group to review deliverables *3a* and *4a* *Interim Task 3 & 4 Report*.

One meeting with MTC staff and RTCI Working Group to review deliverables *3b* and *4b* *Draft Final Task 3 & 4 Report*.

Additional working meetings/sessions may be scheduled as needed, and Consultant will be expected to perform on-site work with the ferry operators and SFMTA as noted in the Scope of Work for Task 1.

Bay Area Transit Operators

In order to establish priorities for the development and implementation of the RTCI, MTC divided the Bay Area transit operators into two tiers as listed in Table 2.

Table 2. Bay Area Transit Operators

<u>Tier 1:</u>	<ul style="list-style-type: none"> ○ Alameda-Contra Costa Transit District (AC Transit) ○ San Joaquin Rail Commission (ACE) ○ San Francisco Bay Area Rapid Transit District (BART) ○ Peninsula Joint Powers Board (Caltrain) ○ Central Contra Costa Transit Authority (CCCTA) ○ Golden Gate Bridge, Highway and Transportation District (GGBHTD) ○ Livermore Amador Valley Transit Authority (LAVTA) ○ San Francisco Municipal Railway (SFMTA) ○ Santa Clara Valley Transportation Authority (VTA) ○ San Mateo County Transit District (SamTrans) ○ Eastern Contra Costa Transit Authority (Tri Delta Transit) ○ Vallejo Transit (including Benicia Transit) ○ Water Emergency Transportation Authority (WETA), including Alameda-Oakland and Vallejo Ferries ○ Western Contra Costa Transit Authority (WestCAT)
<u>Tier 2:</u>	<ul style="list-style-type: none"> ○ Napa Valley Transit ○ Petaluma Transit ○ Santa Rosa City Bus ○ Sonoma County Transit ○ Union City Transit ○ Fairfield-Suisun Transit ○ Vacaville City Coach

APPENDIX B - COST AND PRICE ANALYSIS FORM¹

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center		Burden Rate	X BASE	BURDEN (\$)
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				

¹ This document is available as an Excel spreadsheet by email upon request to Project Manager.

14.	TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT	
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15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				
A. GOVERNMENT AUDIT PERFORMED		DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)		
D. (If no Government rates have been established, furnish the following information)				
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL		BASE FOR TOTAL
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)				
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT		
		TYPE	AMOUNT	
TOTAL				
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)				
TOTAL				
CERTIFICATE				
<p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he ___has, ___has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ___has, ___has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p>				
NO. OF CONTRACTOR EMPLOYEES:		STATE INCORPORATED IN:		
<input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500 <input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000				
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR			

APPENDIX C - CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Sperling
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D - SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The

	policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E - DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.

Consultant and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

- A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 1. Black American
 2. Asian-Pacific American
 3. Native American
 4. Women
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2 DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.
- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The

Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Consultant shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Consultant in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

2.5 Performance of DBE Consultants and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
- 3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
 - 4. Debarment. In contracts over \$25,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
 - 5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is

longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the MTC.
- D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

- 9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Consultant purchases ownership under this Agreement.
- 10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

APPENDIX E-1 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX E-2 - CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ____ day of _____, 2010.

By _____ (signature of authorized official)

(title of authorized official)

**APPENDIX E-3 - EXHIBIT 10-01 LOCAL AGENCY PROPOSER UDBE
COMMITMENT (CONSULTANT CONTRACTS)**

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: MTC LOCATION: Oakland, CA

PROJECT DESCRIPTION:	Transit Capital Inventory Phase 2
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CONTRACT GOAL: \$	\$30,000.00
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PROPOSAL DATE: January , 2010

PROPOSER'S NAME:

[illegible]**For Local Agency to Complete:**

Local Agency Contract Number: _____

Federal Aid Project Number: CA-90-Y555-00

Federal Share:

Proposal Award Date:

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name
Signature
Date

Local Agency Representative

Signature _____ Date _____

Date _____

(Area Code) Telephone Number: _____

Total Claimed
Participation

\$

%

Signature of Proposer

Date
(Area Code) Tel. No.

For Caltrans Review:

Print Name	Signature	Date
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Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)
ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**APPENDIX E-4 - EXHIBIT 10-02 LOCAL AGENCY PROPOSER DBE
INFORMATION (CONSULTANT CONTRACTS)**

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: MTC LOCATION: Oakland, CA

PROJECT DESCRIPTION: Transit Capital Inventory Phase 2

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____ January ____, 2010 _____

PROPOSER'S NAME: _____

[illegible]**For Local Agency to Complete:**

Local Agency Contract Number: _____

Federal Aid Project Number: CA-90-Y555-00

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number:

Total Claimed
Participation

\$ _____

%

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

For Caltrans Review:

Print Name	Signature	Date
Caltrans District Local Assistance Engineer		

Local Agency Bidder - DBE Commitment(Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.

(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX E-5 - UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. CA-90-Y555-00 Bid Opening Date January,
2010

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 12% for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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-
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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	

Appendix F, TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/09. Amendments will be numbered #1/09-1, 1/09-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order to issue to CONSULTANT. The PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. The proposal should follow the Task Order Form format specified herein Appendix F.

Step 3* – The MTC PM reviews CONSULTANT's proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT's proposed costs are reasonable. The PM may solicit early feedback from the MTC Planning Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.

Step 5* – Once approved, the MTC PM forwards two copies of the Task Order to the MTC Director of Programming and Allocations for review and approval.

Step 6* – The MTC Director of Programming and Allocations signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 7 – The MTC PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the MTC PM.

Step 8 – The MTC PM sends one copy of the fully executed Task Order to the MTC Task Lead who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 11 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX F-1
Sample Task Order

1. Task Order No. (include FY)	Example: 1-09; 2-09
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations.</i> For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work (attached)</u> .
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time & Materials
9. DBE Participation, if any (firm name and \$ amount):	
10. DBE Participation to date this fiscal year: (\$ amount and % of Agreement maximum payment):	

7. Payment Terms

A. Time and Materials

	<u>Name/Position</u>	<i>Est. Hrs</i>	<i>Hrly Rate</i>	<i>Total Cost*</i>
1.				\$1
2.				\$1
3.				\$1
4.				\$1
7.				\$1
	Total:			\$7.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

METROPOLITAN TRANSPORTATION
COMMISSION

COMPANY NAME

_____, Director of Programming and
Allocations
Date: _____

Signator Name, Title
Date _____

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work